

This document prepared by and
return to:

Village Attorney
Village of Oak Park
Law Department
123 Madison St
Oak Park, IL 60302

P.I.N. 16-18-206-014-0000

T

THE ABOVE SPACE FOR RECORDER'S USE ONLY

LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT

THIS LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT (Agreement) is entered into on the ____ day of _____, 2017, by and between the Village of Oak Park ("Village") and Second Century Enterprises, Inc. as the Owner or Operator of one or more leaking underground storage tanks (UST) located at 427 Madison Street__, Oak Park, Illinois ("the Subject Property").

WHEREAS, the Subject Property is legally described in Exhibit D; and

WHEREAS, as a result of one or more releases of contaminants from a underground storage tank ("UST") located on the Subject Property, soil and/or groundwater contamination exists on the Subject Property and in the Village owned Right-of-Way adjacent to the Subject Property which exceeds the Tier 1 residential remediation objectives set forth in 35 Ill. Admin. Code 742 ("the Release"); and

WHEREAS, the Illinois Emergency Management Agency (IEMA) has assigned incident number 972342 to the Release; and

WHEREAS, Exhibit A is a scaled map prepared by the Owner/Operator showing the site and surrounding area and delineating the current and estimated future extent of soil and groundwater contamination which exceeds the Tier 1 residential remediation objectives under 35 Ill. Admin. Code Section 742 on the Subject Property and in the Right-of-Way as a result of the Release; and

WHEREAS, Exhibit B is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds the Tier 1 residential remediation objectives, its Tier 1

residential remediation object and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded; and

WHEREAS, Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's Right-of-Way that is governed by this Agreement; and

WHEREAS, the Owner/Operator is pursuing corrective action on the Subject Property and in the Village owned Right-of-Way depicted on Exhibit C; and

WHEREAS, under 35 Ill. Admin. Code 742.1020, in lieu of active remediation of the contaminant-impacted soil and/or groundwater, the Owner/Operator desires to use approved risk-based, site-specific remediation objectives in the Right-of-Way; and

WHEREAS, in order to use risk based site-specific remediation objectives, the Owner/Operator has requested that the Village enter into a Highway Authority Agreement in the form prescribed by the Illinois Environmental Protection Agency, attached hereto as Exhibit E ("the HAA"); and

WHEREAS, the Village, in order to protect human health and the surrounding environment from soil, groundwater, and/or other environmental contamination, and as a condition of entering into the HAA, requires certain covenants on the part of the Owner/Operator in exchange for entering into the HAA.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein as if fully set forth.
2. **Ownership of Subject Property.** Stephen Mudjer, President, Second Century Enterprises, Inc., as owner or its authorized agent, by signing this Agreement, represents and warrants it is the current legal owner of the Subject Property and has the authority to record this Agreement on the chain of title for the Subject Property with the Office of the Recorder of Deeds in Cook County, Illinois ("Cook County Recorder of Deeds").
3. **Ownership of Right-of-Way.** The Village states that it has jurisdiction over the Right-of-Way depicted in Exhibit C ("the Right-of-Way") and that it therefore has control over the soil on or below the Right-of-Way.
4. **Highway Authority Agreement.** This Agreement is intended to supplement the HAA the Owner/Operator has requested from the Village. If the Village does not enter into the HAA, or if the Illinois Environmental Protection Agency ("IEPA") does not issue a No Further Remediation ("NFR") letter for the Subject Property, this Agreement shall be null and void, and the Owner/Operator shall have no remedy against the Village.
5. **Prohibition Against Use of Groundwater.** The Village agrees that it has and will continue to prohibit by ordinance the use of groundwater as required by paragraph 8 of

the Highway Authority Agreement. This prohibition is in force by and through Village of Oak Park Ordinance Number 2011-O-107, attached hereto as Exhibit E.

6. **Maintenance of Engineered Barrier.** Paragraph 9 of the HAA and 35 Ill. Adm. Code 742.1020 require the Village to limit access by itself and others to soil that is contaminated above residential Tier 1 remediation objectives from the Release as more particularly stated therein. In order to effectuate the terms of Paragraph 9 and 35 Ill. Adm. Code Section 742.1040, the Village shall only allow access to the contaminated soil and/or groundwater if during and after any access, the public health and the environment are protected. The Village shall require applicants for a work permit in the Right-of-Way in the location described in Exhibit C to obtain a Right-of-Way obstruction permit from the Village and shall notify anyone requesting such a permit in the area depicted in Exhibit C of the existence of the HAA and this Agreement.
7. **Disruption of Engineered Barrier in the Right-of-Way.**
 - a. **Village Not Responsible to Maintain Engineered Barrier.** Except for the maintenance activities the Village plans for and ordinarily performs on the Right-of-Way, the Village does not agree to maintain the Right-of-Way in a condition sufficient to act as an engineered barrier, nor does it guarantee that the Right-of-Way will continue as a roadway and/or landscaped parkway. Because the HAA allows the pavement in the Right-of-Way to be considered an engineered barrier to the Release, the Owner/Operator shall reimburse the Village for maintenance activities requested by Owner/Operator which are necessary to maintain the pavement as an engineered barrier in furtherance of the terms of the HAA, and which are not otherwise not planned by the Village as part of the Village's ordinary maintenance or planned capital improvement activities.
 - b. **Village Initiated Work in the Public Right-of-Way.** Neither the HAA, nor this Agreement shall limit the Village's authority to construct, reconstruct, repair, maintain and/or operate a right-of-way upon the property identified in Exhibit C or to allow others to do the same.
 - c. **Investigation, Prevention and Response to Contaminated Soil and Groundwater.** If the Village or a Village contractor undertakes work on utilities, a municipal project, or while otherwise working in the Right-of-Way in the area described in Exhibit C, the Village will not be responsible for the costs associated with identification, testing, investigation, prevention, response to, remediation, removal, storage, handling, disposal and/or clean up the contaminated soil or groundwater ("Investigation, Response and Corrective Actions") related to the Release. The Owner/Operator shall cooperate with the Village in the Village's Investigation, Response and Corrective Actions and will sign all necessary documents and manifests for the proper transportation and disposal of such contaminated soil and/or groundwater. In addition, the Village shall not be identified at any time, in any document or manifest as the Owner/ Operator, generator or transporter of contaminated soil or groundwater attributable to the Release.

- i. **Work by the Village.** The Village reserves the right to conduct Investigation, Response and Corrective Actions in the Right-of-Way identified in Exhibit C and to do so as it deems appropriate. The Owner/Operator shall pay the actual costs of these Investigation, Response and Corrective Actions attributable to the Release.

The Owner/Operator shall reimburse the Village or Village Affiliates for the actual incurred costs of Investigation, Response and Corrective Actions. It shall not be a defense for Owner/Operator that those costs were not consistent with or required by Illinois Pollution Control Board, the Illinois Emergency Management Agency, the Illinois Fire Marshall, the IEPA, or the United States Environmental Protection Agency regulations, guidelines or policies, or any other applicable governmental agency or body.

- ii. **Work by Owner/Operator.** The Village may choose to request that the Owner/Operator conduct an Investigation, Response and Corrective Actions necessary for the Village's work in advance of that work. Those activities shall be based upon a site investigation which the Owner/Operator may review or may perform, if requested to do so by the Village and shall be in accordance with all applicable laws and regulations.

The Village shall give the Owner/ Operator ten days' notice prior to incurring any costs associated with an Investigation, Response and Corrective Actions unless there is an emergency or an immediate threat to the health or safety to any individual or to the public. The purpose of the notice is to give the Owner/Operator an opportunity to perform Investigation, Response and Corrective Actions at Owner/Operator's cost to the extent necessary for the Village's work. Any such Investigation, Response and Corrective Actions shall be in accordance with all applicable laws and regulations. However, the Village's failure to give this notice shall not be a violation of this Agreement and failure to give Owner/Operator this opportunity shall not be a defense to a claim by the Village for reimbursement or that the work should not have been done.

- iii. **Contamination Presumed to Be Caused by Release.** For purposes of determining whether contaminated soil and/or groundwater results from or is caused by the Release, there is a rebuttable presumption that the contamination found in the Right-of-Way described in Exhibit C arose from the Release. The Village and the Owner/Operator shall engage in a good faith, collaborative process to give the Owner/Operator an opportunity to rebut the presumption that the contaminated soil and/or groundwater are not attributable to the Release. In the event that the parties are not able to resolve the question of whether any discovered contamination is attributable to the Release, then such dispute shall be resolved in a court of competent jurisdiction using the same rebuttable presumption that the contamination arose from the Release. The parties further agree that nothing in this Agreement or otherwise will require or obligate the Village to delay, suspend or stop any public works project.

8. **Release and Waiver of Claims.** The Owner/Operator hereby releases the Village and the Village's former, current and future elected and appointed officials, officers, employees, agents, successors and assigns, contractors and other entities using the Right-of-Way under permit from the Village ("Village Affiliates") from any cause of action it may have against them for any violation of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Owner/Operator further covenants not to sue the Village and the Village Affiliates and waives all remedies.
9. **Indemnification.** The Owner/Operator, on behalf of itself, its successors and assigns, at its sole cost and expense shall indemnify, defend and hold the Village and the Village Affiliates harmless from and against any demand, liability, lawsuit, cause of action, enforcement proceeding, fee, fine or any other source of loss, cost, damages, penalties, fines, injunctions, and expenses including but not limited to attorneys' and experts' fees (collectively, "Liabilities"), resulting or alleged to result from or be caused by the Release and/or arising under or relating to any Investigation, Response and Corrective Actions. The Owner/Operator shall not settle or compromise any such Liabilities without the Village's or Village Affiliates' prior written consent, which consent shall not be unreasonably withheld. The parties are aware of 42 U.S.C. §9607(e), and specifically agree that the Village and the Village Affiliates are not liable for a release or threat of release of the contaminants identified on Exhibit B from the area described in Exhibit C. The Owner/ Operator waives any rights it may otherwise have to assert that such statute does not permit, or renders invalid, the waivers or indemnity provisions contained in this Agreement.
10. **Owner/Operator to Provide Defense of Claims.** The Owner/Operator shall assume the expense of defending all Liabilities to be indemnified under this Agreement. In the event that the Village and/or any of the Village Affiliates is/are named as a defendant(s) or respondents in any proceeding to which they are entitled to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) to represent them in that proceeding, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to the defending against the proceeding shall be paid by Owner/Operator pursuant to paragraph 9 above.
11. **Owner/Operator to Pay Final Judgments.** The Owner/Operator shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement.
12. **Enforcement of this Agreement.** If the Owner/Operator fails to indemnify, defend or reimburse the Village for the matters set forth herein, the Village shall have the option to render this Agreement and the associated HAA null and void and immediately terminate this Agreement pursuant to the notice provisions contained in paragraph 20 below. In

addition, the Village shall have such other remedies as may be available to the Village by law.

13. **Books and Records.** If requested by the Village, the Owner/Operator shall immediately deliver to the Village any and all records, documents (including writings, drawings, graphs, charges, photographs, and other data compilations from which information can be obtained, translated if necessary into reasonably usable form), or reports of any kind (including all written, printed, recorded or graphic matter however produced or reproduced and all copies, drafts and versions thereof not identical in each respect to the original) which relate to environmental matters and/or conditions associated with the property identified in Exhibit C (including the groundwater thereunder), including but not limited to written reports or a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Subject Property and Right-of-Way identified in Exhibit C, provided, however, that nothing in this paragraph shall require the Owner/Operator to deliver to the Village those communications and documents that are encompassed by the attorney-client privilege and/or the attorney work product doctrine.
14. **Binding Effect.** This Limited Environmental Indemnity Agreement (“Agreement”) is not binding upon the Village until it is executed by the Village Manager following authorization to do so by Resolution of the President and Board of Trustees of the Village. Prior to execution, this Agreement constitutes an offer by the Owner/Operator. This Agreement is binding on the Owner/Operator, their successors and assigns, upon being signed by the Owner/Operator’s authorized representatives.
15. **Governing Law and Severability.** This Agreement has been made and delivered in the State of Illinois and concerns property and laws in the State of Illinois. It shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
16. **Non-Waiver.** Failure of the Village to require performance of any provision of this Agreement shall not affect the Village’s right to require full performance thereof at any time thereafter, and the waiver by the Village of a breach of any provision of this Agreement shall not constitute or be deemed to be a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Village from the exercise or use of any right or remedy provided herein or otherwise provided by law, nor shall the exercise or use of any right or remedy by the Village waive any other right or remedy.

- 17. Recording of Agreement.** The Owner/Operator shall record this Limited Environmental Indemnity Agreement including all attachments in the office of the Cook County Recorder of Deeds together with the HAA and all their respective attachments. Upon recordation thereof, the covenants, conditions and requirements in this Agreement shall be binding upon the current Owner/Operator, occupants, and all heirs, successors, assigns, and lessees and shall be deemed covenants which shall run with the land in perpetuity or until terminated by a Release signed by the Village Manager following authorization to do so by Resolution of the President and Board of Trustees of the Village and recorded with the Cook County Recorder of Deeds. The Owner/Operator specifically represents and warrants that it is the legal titleholder of the Subject Property and that title to the Subject Property will not be transferred to any other persons or entity until this Limited Environmental Indemnity Agreement has been first recorded with the Cook County Recorder of Deeds.
- 18. Lien on Subject Property.** This Limited Environmental Indemnity Agreement shall constitute a lien on the Subject Property for the payment of all sums due the Village under the terms hereof as well as for the performance of all other covenants, conditions and obligations required of the Owner/Operator. In the event the Owner/Operator or any subsequent Owner/Operator of the Subject Property fails to pay the amounts owed to the Village under this Agreement in its entirety or fails to meet its other covenants, conditions and obligations hereunder, any such unpaid amount or expenses incurred by the Village shall accrue interest at the rate of nine percent (9%) annually until paid, and the Village shall be entitled to foreclose this lien against the Subject Property, for said unpaid amount in the same manner as provided by law for the foreclosure of mortgages. The lien created pursuant to this Agreement shall be superior to any subsequent liens or encumbrances which may attach to the Subject Property, except real estate taxes, and the lien of any future mortgage, encumbrance or evidence of indebtedness shall be subject and subordinate to the lien created pursuant to this Agreement. The Village shall be entitled to all fees (including reasonable attorney's fees) and expenses incurred in connection with recording such a lien and foreclosing on the same. In the event of a default in any payment to the Village, in addition to the remedy of foreclosure of this lien, the Village shall have all other rights and remedies against the Owner/Operator or any subsequent Owner/Operator of the Subject Property for the collection of said monies. The payment of the sums of money to be paid hereunder shall be the obligation of the Owner/Operator and any successors in title to the Subject Property, and no conveyance of the Subject Property shall relieve the Owner/ Operator, or any subsequent owner/operator, of said obligation.
- 19. Amendments.** This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto. In construing this Agreement or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement or any portion thereof.
- 20. Notices.** Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three days after deposit in the U.S. Mail by certified mail, return receipt requested, or (ii) one business day after deposit with a nationally

recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon personal delivery to the Party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by a return receipt. Written notice and other communications relating to this agreement directed to the Village shall be sent to:

Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

With a copy to:
Village Attorney
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

Written notice directed to the Owner/Operator shall be sent to the individual listed with the Cook County Treasurer as the recipient of property tax bills on the Subject Property.

21. **Execution of Agreement by Owner/Operator.** The Owner/Operator represents that it has read this Agreement and by signing this Agreement, acknowledges that it understands all the words, intentions and provisions of this Agreement, as well as the rights, duties, obligations and limitations of the same as provided for herein. The Owner/Operator further represents that it understands that this is a legal document and that it has had an opportunity to have an attorney review the document before signing it. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.
22. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and shall not be used in construing this Agreement.
23. **Effective Date.** This Agreement shall not be effective until the IEPA issues a NFR letter for this Release and the Agreement is executed by the Village Manager of the Village of Oak Park.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the President and Board of Trustees Village of Oak Park have authorized and caused this Agreement to be signed by its Village Manager.

Cara Pavlicek
Village Manager

Date: _____

Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, appeared before me this ____ day of _____, 2017 and signed this Agreement pursuant to authority given by the President and Board of Trustees of the Village of Oak Park as the free and voluntary act of the Village of Oak Park for the uses and purposes herein set forth.

- Notary Seal -

Notary Public

IN WITNESS WHEREOF, Owner/Operator has caused this Agreement to be signed by its duly authorized representative:

BY: _____

Date: _____

_____,
personally known to me to be the
_____ appeared before me
this ____ day of _____, 2017 and
signed this Agreement pursuant to legal
authority as his/her free and voluntary ac for
the uses and purposes herein set forth.

- Notary Seal

Notary Public

Exhibit: A

DRAWING SOURCE:
 ALTAACSM Plat of Survey dated November 24, 2004 prepared by
 Mustafa I. Hassan, Illinois Professional Land Surveyor #3191, 1535
 Fieldcrest Drive, West Chicago, Illinois.

LEGAL DESCRIPTION:
 LOT 1, IN BLOCK 8 IN SUBDIVISION OF BLOCKS 7 AND 8 OF
 S.T. GUNDERSON AND SONS ADDITION TO OAK PARK, A
 SUBDIVISION OF THE EAST 1/4 OF BLOCK 4 IN B.F. JERVIS'S
 SUBDIVISION, IN SECTION 18, TOWNSHIP 39 NORTH, RANGE
 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS.

Containing 6,978.6 Square Feet or 0.160 Acres

PROPERTY INDEX NUMBER (PIN):
 15-18-206-014-0000

UTILITY LOCATIONS:
 Utilities are as located by J.U.L.I.E. Village of Oak Park and/or as
 observed by the engineer in the field.

UTILITY KEY:
 ---S--- Indicates Combined Storm/Sanitary Sewer Location
 ---W--- Indicates Water Supply Line Location
 ---G--- Indicates Natural Gas Supply Line Location
 ---CV--- Indicates Cable Vault Location

TANK CHART:

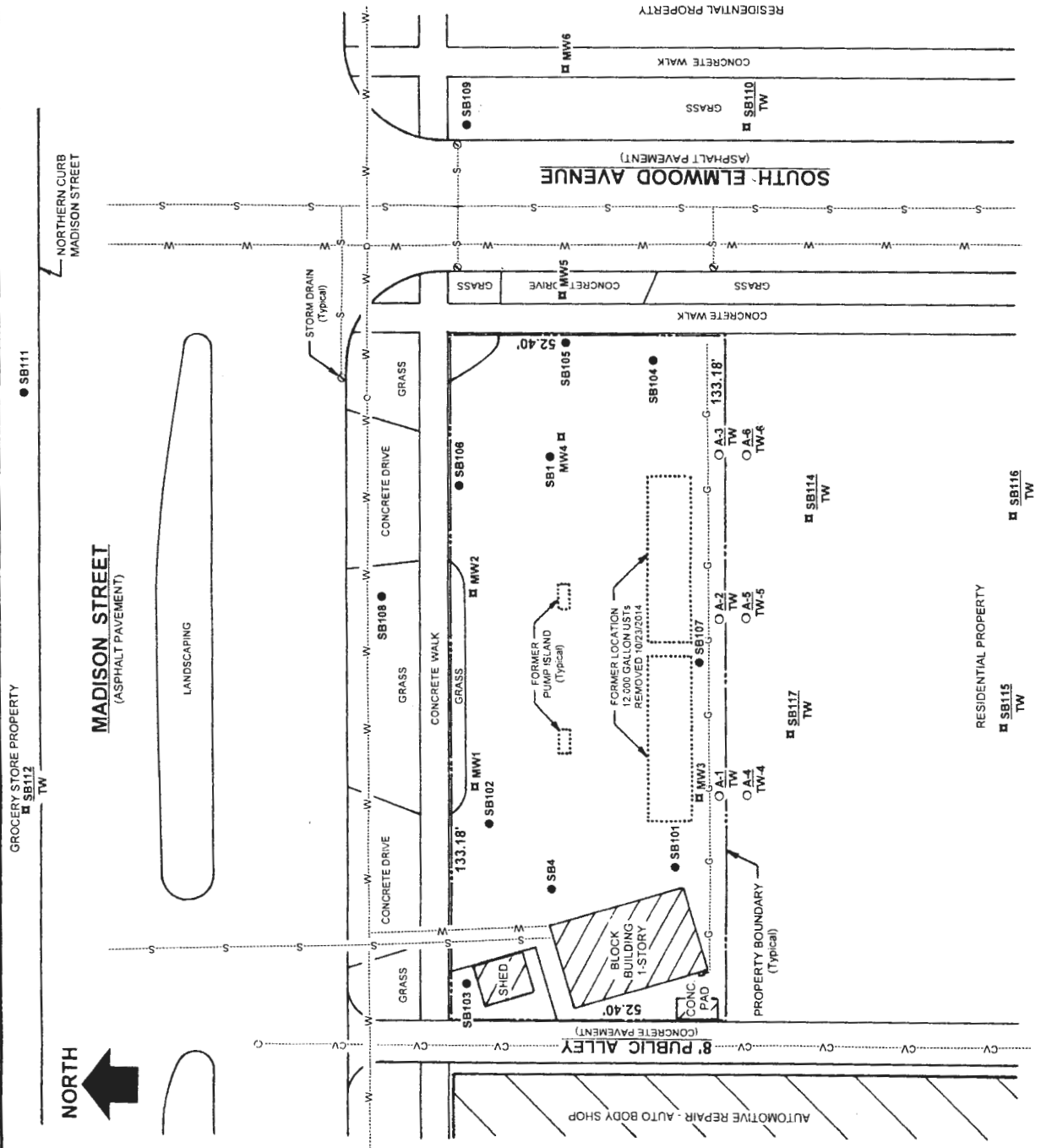
TANK #1: 6,000 Gallon Gasoline UST .. Removed 04/01/1990
 TANK #2: 6,000 Gallon Gasoline UST .. Removed 04/01/1990
 Tanks #1 & #2 are associated with LUST Incident #901088
 TANK #3: 12,000 Gallon Gasoline UST .. Removed 10/23/2014
 TANK #4: 12,000 Gallon Gasoline UST .. Removed 10/23/2014
 Tanks #3 & #4 are associated with LUST Incident #2005027
 NOTE: Tanks #1 & #2 were located in the same approximate
 location as Tanks #3 & #4.

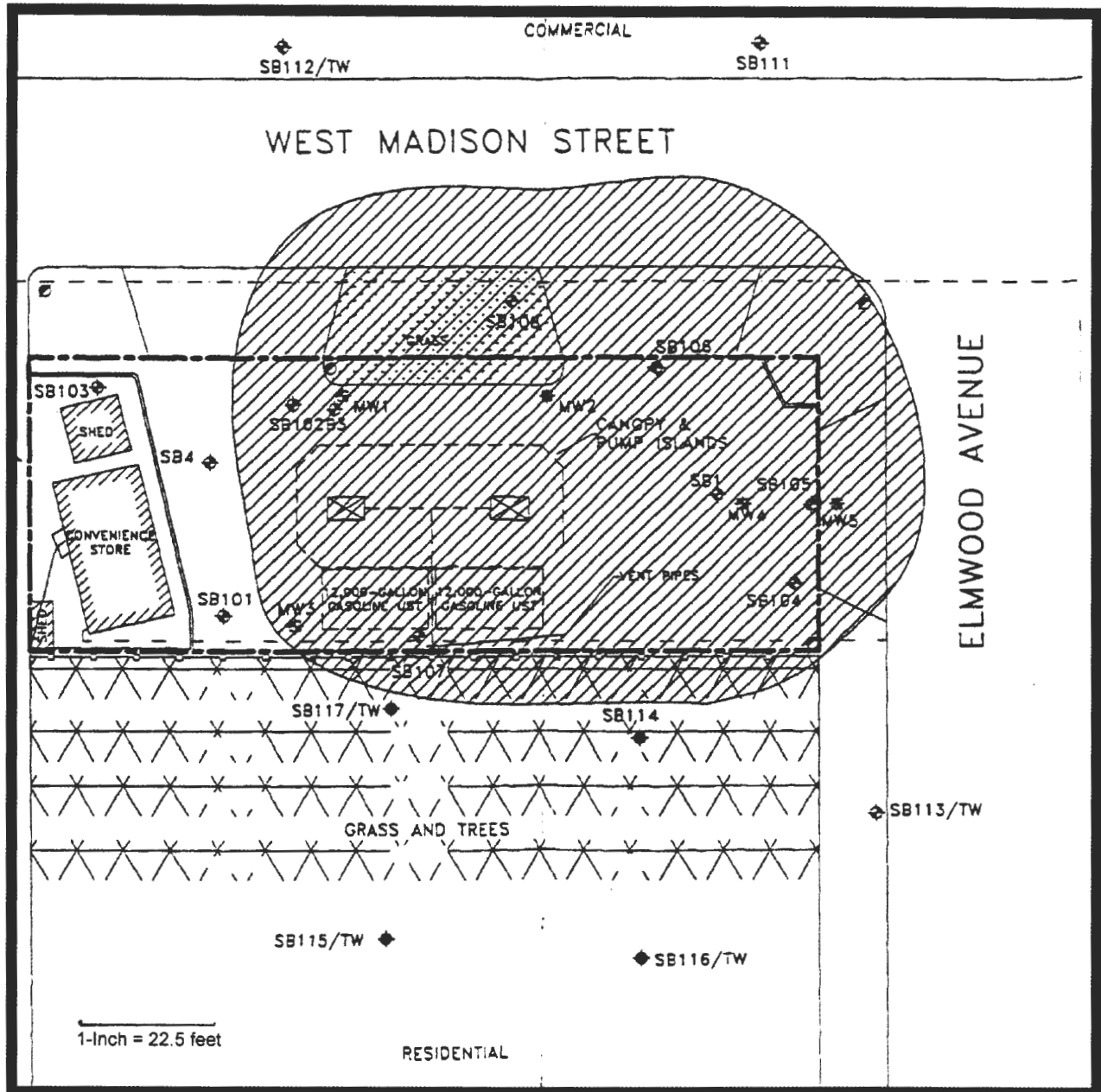
SCALE:
 20 10 0 1-Inch = 20-Feet

BORING KEY:

SB110 Indicates Soil Boring SB110 Location
 TW Indicates Temporary Monitoring Well Installed
 MW1 Indicates Groundwater Monitoring Well MW1 Location
 SB101 Indicates Soil Boring SB101 Location
 OA-1 Indicates Soil Boring A-1 Location
 TW-1 Indicates Temporary Well TW-1 Location

FIGURE 5
INVESTIGATIVE SOIL BORING AND
GW MONITORING WELL LOCATIONS
 Second Century Enterprises, Inc.
 427 Madison Street
 Oak Park, Illinois 60302
 LUST Incident #901088 & 20050027
 Adept Environmental Solutions, Inc.





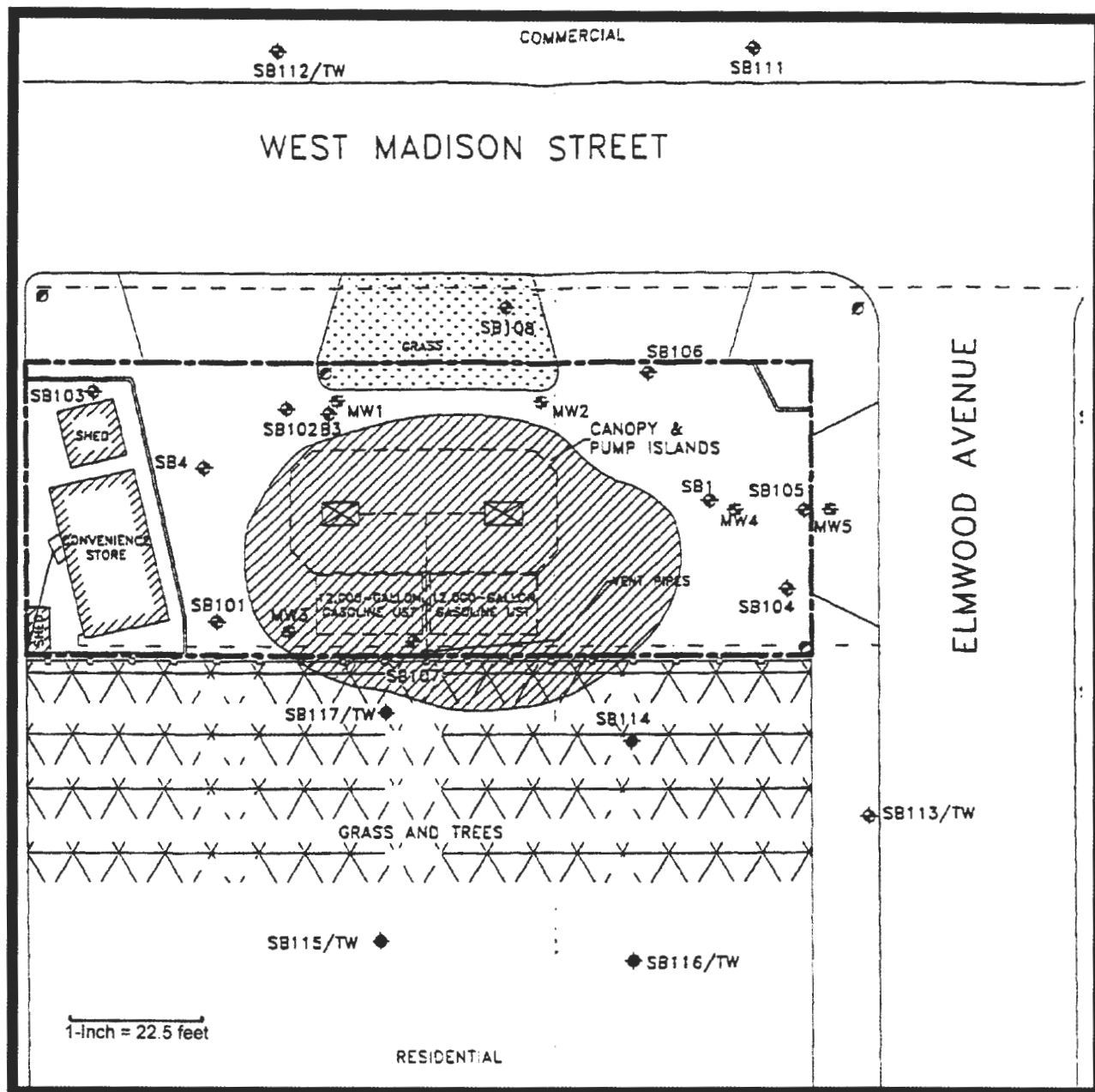
Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Extent of Soil Contamination

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.



Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Extent of Groundwater Contamination

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

Exhibit: B

Page 1 of 2

SOIL

SOIL

Exposure Values*		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	Pass -
Residential	Ingestion		12	16000	7800	16000	780	
	Inhalation		0.8	650	400	320	8800	
Industrial/Commercial	Ingestion		100	410000	200000	410000	20000	
	Inhalation		1.6	650	400	320	8800	
Construction Worker	Ingestion		2300	410000	20000	41000	2000	
	Inhalation		2.2	42	58	5.6	140	
Soil Component GW Ingestion Route	Class I		100	10	10	150	100	
	Class II		100	20	10	150	100	

Sample	Date	Depth	Analysis Results					
SB-1	01/07/05	4'-6'	ND	ND	ND	ND	NA	
SB-4	01/07/05	6'-8'	ND	ND	ND	ND	NA	Pass
SB-101	11/11/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-101	11/11/05	8'-10'	ND	ND	ND	ND	ND	Pass
SB-102	09/01/05	4'-6'	0.04	ND	ND	ND	0.04	Pass
SB-102	09/01/05	12'-14'	0.04	ND	ND	ND	ND	Pass
SB-103	11/11/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-103	11/11/05	10'-12'	ND	ND	ND	ND	ND	Pass
SB-104	11/11/05	4'-6'	0.04	1.770	0.04	4.480	0.507	Pass
SB-104	11/11/05	6'-8'	0.04	1.530	0.04	0.067	0.04	Pass
SB-105	09/01/05	4'-6'	0.04	0.04	0.04	0.04	0.04	Pass
SB-105	09/01/05	12'-14'	0.04	10.600	0.04	0.04	0.04	Pass
SB-106	09/01/05	4'-6'	0.04	0.04	0.04	0.04	0.04	Pass
SB-106	09/01/05	12'-14'	0.04	1.570	0.04	0.04	0.04	Pass
SB-107	09/01/05	6'-8'	0.04	0.04	0.04	0.04	ND	Pass
SB-107	09/01/05	12'-14'	0.04	1.170	0.04	0.04	0.04	Pass
SB-108	09/01/05	6'-8'	0.04	0.04	0.04	0.04	0.04	Pass
SB-108	09/01/05	12'-14'	0.04	ND	0.04	1.240	ND	Pass

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 -

Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted NA= Not Analyzed

Route Values Highlighted in BLUE Indicate the most stringent TACO Objective.

K & S ENGINEERS CORRECTIVE ACTION REPORT, August 30, 2001

Page 2 of 2

SOIL

SOIL		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	
Exposure Values*	Residential	Ingestion	12	16000	7800	16000	780	Pass - **
		Inhalation	0.8	650	400	320	8800	
	Industrial/Commercial	Ingestion	100	410000	200000	410000	20000	
		Inhalation	1.6	650	400	320	8800	
	Construction Worker	Ingestion	2300	410000	20000	41000	2000	
		Inhalation	2.2	42	58	5.6	140	
	Soil Component GW Ingestion Route	Class I	0.03	12	13	150	0.32	
		Class II	0.17	28	19	150	0.32	

Sample	Date	Depth	Analysis Results					
B-16	08/27/98	3'-6'	ND	ND	ND	ND	NA	Pass
B-18	08/27/98	2'-4'	ND	0.0070	ND	ND	NA	Pass
B-19	08/27/98	6'-8'	ND	ND	ND	ND	NA	Pass
B-20	08/27/98	6'-8'	ND	ND	ND	ND	NA	Pass
B-21	09/18/98	12'-14'	ND	ND	ND	ND	NA	Pass
B-22	09/18/98	6'-8'	ND	ND	ND	ND	NA	Pass
B-23	09/18/98	2'-4'	ND	0.0017	ND	0.0014	NA	Pass
B-24	09/18/98	0'-2'	33.0000	275.0000	100.0000	120.0000	NA	
B-1A	07/20/01	3'-6'	0.6600	ND	2.8000	2.2000	NA	
B-2A	07/20/01	6'-9'	11.0000	0.6900	14.0000	7.3400	NA	
B-4A	07/20/01	6'-9'	3.4000	0.4400	20.0000	15.1000	NA	
B-5A	07/20/01	6'-8'	0.6600	ND	10.0000	5.9600	NA	
B-7A	07/20/01	3'-6'	8.0000	2.1000	47.0000	15.0600	NA	

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

Route Values Highlighted in BLUE indicate the most stringent TACO Objective.

Pass = Sample meets maximum IEPA Corrective Action Objective specified

ENVIRONMENTAL PROTECTION INDUSTRIES

Reference Corrective Action Plan dated January 10, 2007

GROUNDWATER	Groundwater Objectives*		Groundwater Sample Designation and Analysis Results			
			MW-1	MW-2	MW-3	MW-4
	Class I	Class II				
BTEX						
Benzene	0.005	0.025	ND	ND	0.001	ND
Toluene	1	2.5	ND	ND	0.00643	ND
Ethylbenzene	0.7	1	ND	ND	0.691	ND
Xylenes (Total)	10	10	ND	ND	0.201	ND
MTBE						
Methyl Tertiary Butyl Ether	0.07	0.07	ND	ND	0.00725	0.006
	PASS / **		PASS	PASS	**	PASS
<p>* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action</p> <p>Groundwater Component of the Groundwater Ingestion Route</p> <p>Results are in parts per million (ppm) (mg/Kg) unless otherwise noted</p> <p>ND = Not Detected at or above the specified laboratory reporting limit</p> <p>Report = Groundwater Data for EPA Corrective Action on October 10, 2006</p>						
						<p>Date Sampled</p> <p>11/11/05</p>

SOIL

SOIL		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	
Exposure Values*	Residential	Ingestion	12	16000	7800	16000	780	Pass **
		Inhalation	0.8	650	400	320	8800	
	Industrial/Commercial	Ingestion	100	410000	200000	410000	20000	
		Inhalation	1.6	650	400	320	8800	
	Construction Worker	Ingestion	2300	410000	20000	41000	2000	
		Inhalation	2.2	42	58	5.6	140	
	Soil Component GW Ingestion Route	Class I	0.03	12	12	150	0.32	
		Class II	0.17	29	19	150	0.32	

Sample	Date	Depth	Analysis Results					
A-1-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-1-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-1-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-2-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-2-2	11/14/16	8.0'	0.5100	<0.500	0.7300	141.0000	<0.320	Pass
A-2-3	11/14/16	12.0'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-3-1	11/14/16	2.5'	<0.005	0.0051	<0.005	<0.005	<0.005	Pass
A-3-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-3-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-5-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-5-2	11/14/16	7.5'	<0.005	<0.005	0.1090	0.0883	<0.005	Pass
A-5-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives
Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

Route Values Highlighted in BLUE Indicate the most stringent TACO Objective.

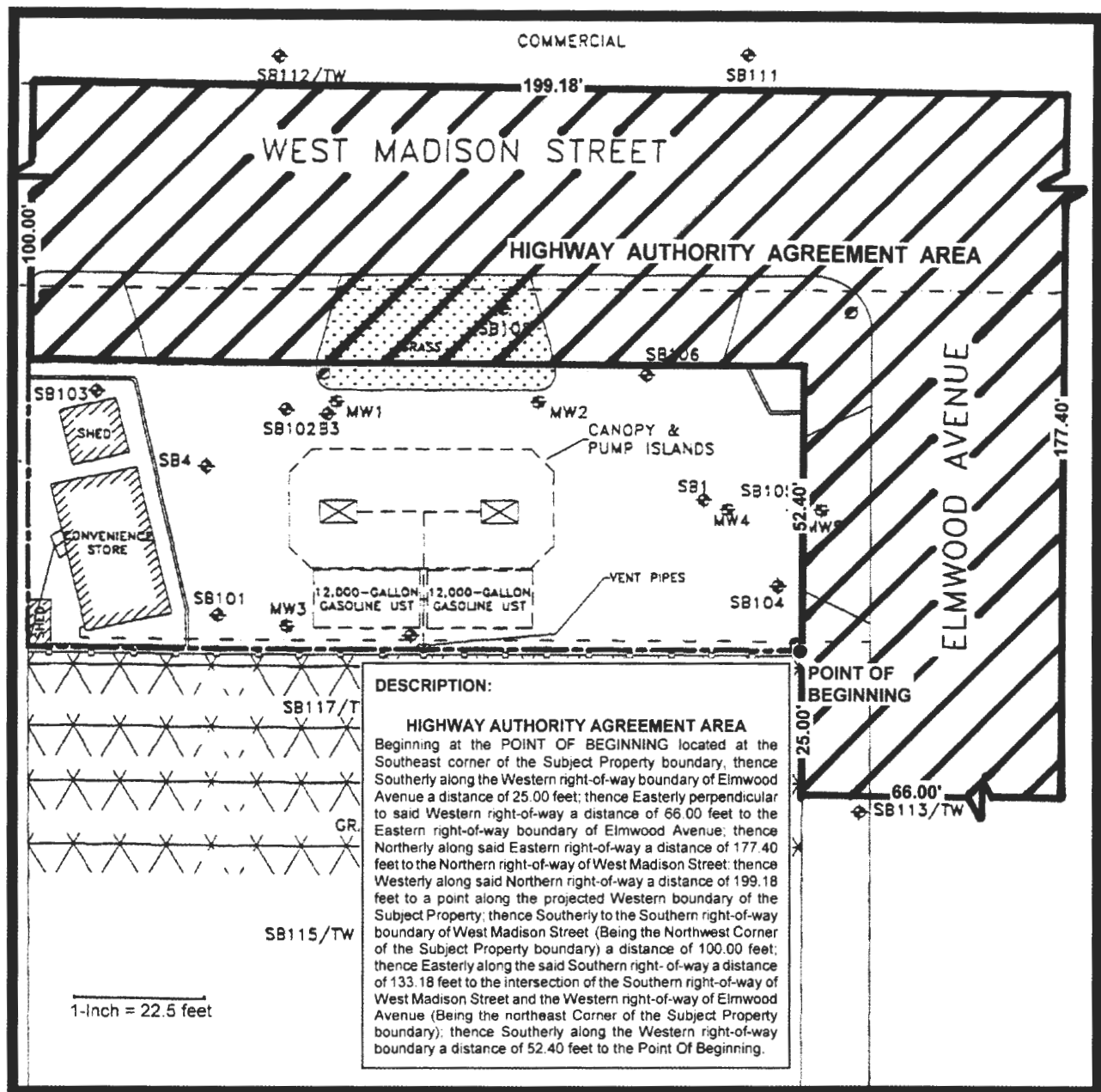
PASS = Sample result meets the IEPA Corrective Action Objective specified.

Fail = Sample result fails to meet the IEPA Corrective Action Objective specified.

ADEPT ENVIRONMENTAL SOLUTIONS, INC.

Groundwater Sample Designation and Analysis Results													
GROUNDWATER	Groundwater Objectives*												
			Class I	Class II	TW-1	TW-2	TW-3	TW-4	TW-5	TW-6	MW-1	MW-3	MW-5
	BTEX												
	0.005	0.025	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
	1	2.5	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
	0.7	1	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0114
	10	10	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0274
MTBE													
	0.07	0.07	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0230	<0.005	<0.005	<0.005
PASS / ++			Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO)													
Groundwater Component of the Groundwater Ingestion Route													
Results are in parts per million (ppm) (mg/Kg) unless otherwise noted													
ND = Not Detected at or above the specified laboratory reporting limit													
PASS = Sample result meets the IEPA Corrective Action Objectives specified													
											Date Sampled 11/29/16		

Exhibit: C



Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Highway Authority Agreement Area

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

Exhibit: D

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 8 IN SUBDIVISION OF BLOCKS 7 AND 8 OF S. T. GUNDERSON AND SONS ADDITION TO OAK PARK, A SUBDIVISION OF THE EAST ½ OF BLOCK 4 IN B. F. JERVIS'S SUBDIVISION, IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Containing: 6978.6 Square Feet or 0.160 Acres

Commonly Addressed as: 427 West Madison Street

P.I.N.: 16-18-206-014-0000

LEGAL DESCRIPTION

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

Exhibit: E